



JHARKHAND

06AA 408793

AGREEMENT FOR TENANCY

This DEED OF AGREEMENT FOR TENANCY on this the 4th of October 2019.

BETWEEN

R. CHOUHAN, (PAN No.-ASRPC1621J) , S/O.- Sri Gendalal Chouhan, by faith Hindu, Resident of Flat No.- B5, Block B, Gokuldhama Society, Riverside Road, Burnpur, Dist.- Paschim Bardhaman, West Bengal, Pin- 713343, P.O. & P.S. –Hirapur, Hereinafter called the **FRIST PARTY/LANDLORD** (which expression shall include his heirs, successors, assigns & representatives to the context) of the ONE PART.

AND

WAQUAR SHADANI (PAN No.-DDKPS4255R), S/O Md. Abbas Siddiquee. by faith Muslim, Resident of H. No.-D-2, Safa Marwah Campus, Road No.-3, Jawahar Nagar, Mango, Jamshe dpur, Jharkhand, working as self employed & and Hereinafter called the "Second Party/ Monthly Tenant" (Which expression shall include it's authorized representatives, assigns to the context) of the OTHER PART

FOR NON-JUDICIAL
DEED

certified by me and Signed
for C.A. 4.10.19
Advocate
Jamshe dpur

AND WHERE AS, the first party has proposed to create tenancy in respect of the flat mentioned in schedule below for family residential purpose to monthly tenant or for monthly rent.

AND WHEREAS the second party has agreed to take rent of the said flat.

AND WHEREAS, the rent of the flat is fixed at **Rs. 6,500/-** (Rupees Six Thousands five hundred only) per month (without electricity and including monthly maintenance charges) per month during the first week of English calendar month effecting from 5th October 2019.

NOW THIS DEED OF AGREEMENT WITNESSED IS AS FOLLOWS:

1. That, the second party will use and occupy the flat described in the schedule as a monthly tenant under the first party for residential purpose only.
2. That, the second party shall pay Rs. 5,500/- (Rupees Five Thousands five hundred only) as a monthly rent to the first party by the first week of every month, effective from **5th October 2019**.
3. That, the second party will pay monthly rent Rs. 5,500/- (Rupees Five Thousands five hundred only)) by CASH or by issuing account payee cheque or RTGS in favor of "**R. CHOUHAN**".
4. That the monthly tenancy shall commence on and from 5th October 2019.
5. That the first party received and acknowledged a sum of **Rs.13,000/-** where, Rs.6,500/- will be one month security deposit and balance Rs.6,500/- as the advance rent for the month beginning with 5th october 2019 simultaneously & rent is payable in advance of the beginning of next calendar month i.e November 2019
6. The second party shall use and occupy the flat mentioned in the schedule for his residential purpose only and no other purpose. If so used, the second party shall be liable for eviction /ejectment.
7. That, if the second party/tenant fails or neglects to pay the monthly rent for even 1(one) month he will be treated as a "Defaulter" and shall be liable to be evicted from the said flat without any notice of eject.
8. The in addition to the above rent the second party shall be liable for electrical charges on actual usage basis and as per electrical meter reading by WBSEB. Tenant will be responsible for the routine up-keeping /usages and maintenance of Meter also.
9. The in addition to the above rent the second party shall be liable for payment of Monthly CAM (Common Area Maintenance) charges on actual basis , currently payable @**Rs.1,050/-** OR as per Rules of Society of Deb Deep Apartment. Tenant will be liable to follow the society rules and regulations against CAM services and charges. Currently CAM charges are payable @**Rs.1,050/- per month**.
10. That the second party shall return the original payment slips of the electricity charges and maintenance charges if any, to the first party, after paying the bills, from time to time regularly.

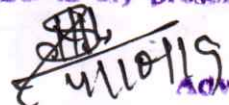


Witnessed by me and Signed
For LTI. in my presence.

11. That, this agreement will remain in force for a period of 11 (Eleven) months from 5th October 2019 until and unless it is repugnant or contrary to the provisions of the first party and second party and can be further renewed with an escalation of 10% of rent or as per mutually agreed terms.
12. That, expiry of eleven months from 5th October 2019., the second party shall vacate the flat forthwith and deliver peaceful possession of the tenanted premises. After completion of eleven months, this agreement can be further renewed if both the first party and second party agree to the new set of rules.
13. Notice period for vacating the premise will be at least One month from either side.
14. That the second party shall not sublet, assign or induct any other person except family members in the said premises at any time, if he does so, the monthly tenancy shall be terminated and the second party shall be liable for eviction and the first party shall recover possession of the said premises without any objection.
15. That, without consent of the first party the second party can't demolish/reconstruct/ pierce walls with nails and whatsoever in the said premises.
16. That, the second party shall not cause any damage or deterioration or manage to the premises let out to him and shall not store any inflammable, combustible or infectious materials in the tenanted premises which can damage the premises or public health.
17. That, the second party will keep the premises in good condition, and shall not use the same for any illegal or immoral purpose and create nuisance in any form.
18. That, the second party undertakes not to cause any harm, injury or damage to the said premises in any way during his stay, the second party shall be liable for any such damage and the 1st Party/Landlord will not be responsible for the same
19. That, the parties and / or their legal heirs and authorized representatives shall be equally bond by this contract made in this deed of agreement for monthly tenancy.
20. That, anything done contrary to provisions of W.B.P.T. Act – 1956, the tenancy shall be liable to be terminated.
21. The second party will be totally responsible not only for the better keeping/caring of all the fixtures, fittings, accessories provided in the flat by the 1st party, but also will have to bear the cost of every kind for, tampering/ damage /maintenance cost/lost for whatsoever reasons , as well as make the wall furnished to the original condition.



Identified by me and Signed
Put L.I. in my presence.


Advocate
Jamshed Patel

SCHEDULE OF THE FLAT

Within the Dist. of Paschim Burdwan, Chowki and A.D.S.R. Office Asansol, under Asansol municipal Corporation within Asansol Municipality, Apartment No.-5- B5, 2nd Floor, Gokuldham Society, Riverside Road, Burnpur, Near – Manik Chand Boys School, PIN-713343, The flat consists of , 2 bed-rooms (One master bedrooms with attached bathroom) One drawing cum dinning halls which is attached to each other, One kitchen, One common bathrooms and one balconies with super build up area 970sq.ft.

IN WITNESS WHERE OF, the parties hereto set and subscribe their respective signatures on these presents on the day, months and year first above written.

WITNESSES:-

1) _____

Signature of the First Party/Landlord.

(R. CHOUHAN)

Sunil Kumar Singh
NOTARY
JAMSHEDPUR
East Singhbhum
REG. NO. (NOT-LAW)
30/2002-2685/J

Waqar Shadani

2) _____

Signature of the Second Party/Tenant.

(Waqar Shadani)

_____ they signed to the
Advocate of Dr. *S.M. Jha*



Identified by me and Signed
Put L.T. in my presence.

24/10/19
Advocate
Jamshedpur